

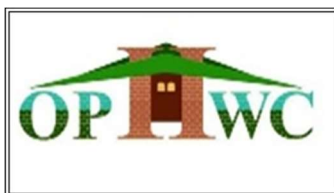
TENDER CALL NOTICE NO.
44/PM/ ELECT /OSPHWC/2022-23

BID DOCUMENT
FOR

**SUPPLY, INSTALLATION, TESTING & COMMISSIONING
OF 125 KVA D.G SET ALONG WITH MANDATORY C.M.C
AFTER EXPIRYOF WARRANTY PERIOD AT MADHUSUDAN
LAW UNIVERSITY, CUTTACK**

NAME OF THE WORK

**SUPPLY, INSTALLATION, TESTING & COMMISSIONING
OF 125 KVA D.G SET ALONG WITH MANDATORY C.M.C
AFTER EXPIRYOF WARRANTY PERIOD AT MADHUSUDAN
LAW UNIVERSITY, CUTTACK**



PROJECT MANAGER
[ELECTRICAL DIVISION]

**The Odisha State Police Housing & Welfare Corporation Ltd., Janpath,
Bhoi Nagar, Bhubaneswar - 22.**



**THE ODISHA STATE POLICE HOUSING & WELFARE CORPORATION LTD.
JANAPATH, BHOINAGAR, BHUBANESWAR – 22.**

[Electrical Division]

Ph: 0674-2541545, 2542921, Fax: 0674-2541543

E-mail: pmelectricalophwc2021@gmail.com, Website: www.ophwc.nic.in

TENDER CALL NOTICE

BID REFERENCE NO: - 44 / PM / ELECT / OPHWC/ 2022-23

INVITATION FOR BIDS (IFB)

1.	The Project Manager, Electrical Division (OSPH&WC), Odisha, Bhubaneswar invites Percentage rate bids in single cover system for following work as detailed below: -		
2.	Nature of work	:	Supply, Installation, Testing & Commissioning of 01 No.125 KVA D.G set with AMF control panel including all accessories and connections at Madhusudan Law University, Cuttack along with inspection of the complete installation & D.G Set by the Electrical Inspector. After expiry of 02 years warranty period, 03 years mandatory comprehensive maintenance contract for 3 rd , 4 th & 5 th year.
3.	No. of Work	:	01 No.
4.	Value of Tender	:	Rs. 11,82,884.00
5.	EMD & Bid Cost	:	(As per column 4 & 5 of the IFB)
6.	Eligibility Criteria	:	Manufacturing Companies / Authorised Dealers. Make - Kirloskar/Mahindra Powerol Ltd / Cummins
7.	Availability of Bid Documents in the Website www.ophwc.nic.in	:	Dt.15.10.2022 to Dt.20.10.2022 up to 5:00 P.M.
8.	Last date /time of Receipt of Bids	:	Dt.21.10.2022 up to 12:30 P.M
9.	Date of Opening Bid	:	Dt.21.10.2022 at 01:00 P.M.
10.	Further details can be seen from the website: www.ophwc.nic.in Any addendum/corrigendum/cancellation of tender can also be seen in the said website.		
Sd/- Project Manager			



BID DOCUMENTS

**THE ODISHA STATE POLICE HOUSING & WELFARE CORPORATION LTD.
JANAPATH, BHOINAGAR, BHUBANESWAR – 22.**

[Electrical Division]

Ph: 0674-2541545, 2542921, Fax: 0674-2541543

E-mail: pmelectricalophwc2021@gmail.com, Website: www.ophwc.nic.in

TENDER CALL NOTICE

BID REFERENCE NO :- 44 /PM/ ELECT /OPHWC/2022-23

INVITATION FOR BIDS (IFB)

1. The Project Manager, Electrical Division, The Odisha State Police Housing & Welfare Corporation Ltd., Bhubaneswar invites Percentage Rate bids in single cover system for Supply, Installation, Testing & Commissioning of 01 No.125 KVA D.G set with AMF control panel including all accessories and connections at Madhusudan Law University, Cuttack along with inspection of the complete installation & D.G Set by the Electrical Inspector. After expiry of 02 years warranty period, 03 years mandatory comprehensive maintenance contract for 3rd, 4th & 5th year from the Manufacturing Companies / Authorised Dealers (Make - Kirloskar/Mahindra Powerol Ltd/ Cummins) having HT/MV valid electrical license (ELBO) or M.O.U with the HT/MV valid electrical license (ELBO) holder contractor (duly notarized) only eligible to participate in the tender. The proof of Manufacturing Company or Authorised Dealer from the appropriate authority shall be enclosed along with the bid otherwise the bid shall be rejected. Every bidder is expected to inspect the site of proposed work before quoting their rates.

2. The bidders may submit bids for the following work.

Sl. No	Name of the work	Approximate Estimated Cost (Rs.)	EMD/Bid Security (Rs.)	Cost of Bid Document Inclusive of 18% towards GST (Rs.)	Period of completion	Eligibility
1	2	3	4	5	6	7
Single Cover (NOTICE NO.- 44 /PM/ ELECT /OPHWC/2022-23)						
1	SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 01 NO.125 KVA D.G SET WITH AMF CONTROL PANEL INCLUDING ALL ACCESSORIES AND CONNECTIONS AT MADHUSUDAN LAW UNIVERSITY, CUTTACK ALONG WITH INSPECTION OF THE COMPLETE INSTALLATION & D.G SET BY THE ELECTRICAL INSPECTOR. AFTER EXPIRY OF 2 YEARS WARRANTY PERIOD,3 YEARS MANDATORY COMPREHENSIVE MAINTENANCE CONTRACT FOR 3 RD , 4 TH & 5 TH YEAR. Make - Kirloskar/Mahindra Powerol Ltd/Cummins	11,82,884.00	11829.00	7080.00	30 days	Manufacturing Companies / Authorised Dealers having HT/MV valid electrical license (ELBO) or M.O.U with the HT/MV valid electrical license (ELBO) holder contractor (duly notarized) only eligible to participate in this tender.

The estimated costs mentioned above are inclusive of all but exclusive of GST @ 18%.

N.B.- Since provision of VAT, Entry Tax and other taxes have been replaced by GST w.e.f 01/07/2017, the quoted rate should be inclusive of all but exclusive of GST @ 18%.

Requirements under Goods & Service Tax Act.

The supplier of goods or service or both shall submit the tax invoice for release of payment and the tax invoice should include all the particulars and contents as required under section-31 of the CGST/SGST/IGST/UTST Act, 2017 read with rules made there under, including the followings:

- a. Correct Name, Address & GST No. of both the Supplier and recipient.
 - b. "Tax Invoice" should be clearly mentioned on the invoice copy.
 - c. GST should be clearly mentioned separately.
 - d. Correct classification of supply of goods, services or both should be made.
 - e. Nature of supply whether it is interstate or intra state should be mentioned.
 - f. Place of supply should be mentioned.
 - g. Prevailing rate of tax should be clearly mentioned.
 - h. Levy of Tax whether as forward charge or reverse charge should be mentioned.
- i. The supplier shall submit a original copy of Tax Invoice to the Corporation (OSPH&WC).
- A. The supplier shall declare that the tax so collected from the Corporation will be duly discharged either by using input tax credit or paid as per provisions under GST Act.
 - B. The supplier shall declare that the supply date as mentioned in the invoice will be disclosed correctly in the relevant monthly return (such as GSTR-1, GSTR-2, GSTR-3, GSTR-3B and other relevant forms).
 - C. The supplier shall also agree that he will compensate for input tax credit if not allowed to Corporation due to non-disclosure or improper disclosure in the aforesaid returns as required under GST Act.
 - D. If the supplier is unregistered under GST Act., in that case the supplier should submit an undertaking that his turnover is within the threshold limit.
 - E. Anti-profiteering clause. : The supplier should declare that the benefit on account of change of rate of GST and input tax credit will be passed on to Corporation by way of reducing the contact prices and there shall not be any double taxation.
 - F. As and when GST Law requires deduction of withholding tax i.e., TDS under section 51 of GST Law, Corporation shall deduct such tax as per prevailed provisions.
 - G. Supplier of goods shall issue way bill as and when required as per provisions of GST law for supply of goods.

3. The tender document will be available from the web site www.ophwc.nic.in and the same may be downloaded to be used for tender offer. An amount of the tender paper cost as mentioned in the Column – 5 of the above table [Non-refundable] in shape of Demand Draft / Pay Order drawn on any Scheduled Bank, payable at Bhubaneswar in favour of the "The Odisha State Police Housing & Welfare Corporation Ltd, Bhubaneswar." should enclosed along with the tender, failing which tender shall be liable for rejection.

4. The tenders/bids can be sent by post or courier or dropped in the tender Box at the office of the undersigned as well. However, authorities shall not be responsible for postal and other delays in receipt of bids.

5. Bid documents consisting of specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in the website: www.ophwc.nic.in

6. The authority will not be held responsible for any technical snag or network failure during downloading the tender documents.

7. The bidders are requested to submit the Demand Draft / Pay Order for cost of tender paper along with the copy of proof of eligibility from the appropriate authority, Income tax return copy, PAN, GST Registration certificate, ESI Registration certificate, EPF Registration certificate, proof of executing same nature of work with copy of work order and completion certificates in support of credential and other required documents as per the DTCN along with bid documents otherwise the bid shall be rejected. The latest authenticated documentary proof shall be submitted. The proof submitted earlier in some other contest shall not be treated as valid and sufficient.

8. The Bidders/Contractors having any type of adverse remarks from Govt./PSU regarding past work experience shall not be eligible for apply of tender. This will be the part of the affidavit to be furnished otherwise the bid shall be rejected.

9. To participate in the tender the bidder has to furnish the copy of GSTR-1 of preceding months of tender date otherwise the bid shall be rejected.

10. An affidavit is to be furnished by the bidder at the time of submitting bid document that he is not blacklisted / defaulter contractor or Firm etc. in support of the tender otherwise the bid shall be rejected. The authority reserves the right to reject any or all the bids without assigning any reason thereof and can impose any conditions as deemed proper before finalisation of tender.

11. The bidding document should be super scribed "Tender No. & Name of the Project".

12. Bids submitted otherwise than in the manner prescribed in the tender document shall be rejected.

13. **EMD** - The tender document shall be accompanied with EMD as mentioned in the Column- 4 of the above table in shape of D.D. / Pay order /F.D (pledged in favour of "The Odisha State Police Housing & Welfare corporation Ltd, Bhubaneswar.") drawn on any Scheduled Bank in favor of the "The Odisha State Police Housing & Welfare corporation Ltd, Bhubaneswar." payable at Bhubaneswar failing which the tender shall be rejected. The EMD of the successful tenderer will be refunded after successful completion of the comprehensive warranty period i.e 24 months and will not carry any interest. The EMD of the unsuccessful tenderer will be refunded after completion of the tender process.

14. "If more than one bid is quoted at same percentage (Decimals up to two numbers will be taken for all practical purposes) less than the estimated cost, the Tender Accepting Authority will select the Bidder having highest average Annual Financial Turnovers of immediately preceding consecutive three financial years. The bidder should submit audited Balance Sheets / Financial statements or

Accounts certified by Chartered Accountant with UDIN number of ICAI towards the proof of Turnover.

In case the bidder does not have proof of Annual Financial Turnover of any one financial year as stated above, then the Annual Financial turnover of one year preceding consecutive three years will be considered for selecting the Bidder and towards the proof of turnover, the bidder should submit audited balance Sheets / Financial statements or Accounts certified by Chartered Accountant with UDIN number of ICAI”.

15. (Amendment to Para 3.5.5(v)Note-ii of OPWD Code Vol-I by modification)

Note-(II) Additional performance Security shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event, the successful bidder who have quoted less bid price/rates than the estimated cost put to tender shall have to furnish as per works Deptt. Office Memorandum No – 075569000520214559/W, dt.05.04.2021 as Additional Performance Security in shape of Demand Draft / Term Deposit Receipt pledged in favour of “The Odisha State Police Housing & Welfare corporation Ltd, Bhubaneswar.” payable at Bhubaneswar is to be submitted by the successful bidder who shall deposit the same within seven (7) days of opening of bid failing which the bid of the successful bidder would be cancelled and the security deposit would be forfeited. If permissible in law further proceedings for black listing would be initiated.

16. (A) WARRANTY - : The contractor shall stand for comprehensive warranty against defective materials / manufacturing defects and bad workmanship for the entire work carried out by him for a period of **24 months** from its handing over to the University authority & make good /repair/replace the faults during this period without any extra cost, failing which the same shall be got done at the risk and cost of the contractor. The contractor shall attend the complaints / breakdown relating to the entire work carried out by him on call basis. The work shall be supervised by the qualified supervisor from the contractor’s side.

(B) COMPREHENSIVE MAINTENANCE CONTRACT

After expiry of 02 years of warranty period, the bidder must agree to carry out Comprehensive Annual Maintenance for 3rd, 4th and 5th year and accordingly an Agreement shall be executed between the bidder and University Authority. The Comprehensive Annual Maintenance charges for 3rd, 4th and 5th year to be mentioned in the format “**Annex - B**” of the price bid and same will be considered separately other than the bid amount failing which the bid shall be rejected.

17. Availability of Bid Documents in the

Website www.ophwc.nic.in :- Dt.15.10.2022 to Dt.20.10.2022 up to 05:00 P.M.

18. Last date for receipt of tender document is up to :- 12.30 PM of Dt.21.10.2022

19. Date of opening of bid at :- 01.00 PM of Dt.21.10.2022

20. The authority reserves the right to reject any or all the bids without assigning any reason thereof. No claim, whatsoever, shall be admissible for the alleged loss/damages suffered by bidders on account of such rejections.

21. All the information as called for in the tender document should be submitted truly, clearly, legible transparently, unambiguously and without the use of abbreviations. It shall be submitted in English only.

- 22.**All the crucial figures, like rates and amount should be written in figures followed by words in a bracket.
- 23.**There shall be no over writing in the tender document and other papers submitted. All additions, alternations, deletions and cutting should be initialed with rubber-stamp (or seal) by the same person, who signs the tender document, failing which so, the tender may be rejected.
- 24.**The original documents of the successful lowest bidders will be verified at the office of the undersigned within five (5) working days of opening of the bid failing which his tender is liable for rejection.
- 25.**All the rates and amounts shall be quoted in Indian Rupee and shall be presumed to be in Indian Rupee only unless specifically permitted to be quoted otherwise in this tender document.
- 26.**Each page of this tender document should be signed by the bidder with seal in token of having read, understood and accepted the terms and conditions of this contract.
- 27.**Use separate piece of paper where the space provided in the formats in this tender document for submission of information is not sufficient.
- 28.**All information submitted or supplied in the formats of this tender document shall be presumed to be true to the best of knowledge of bidder.
- 29.**If the last date for receipt of the tender/bid turns out to be a holiday, it will automatically be extended to next working day.
- 30.**A bid submitted can not be withdrawn. The bidder or his authorized representative (one person only) will be allowed to be present at the time of opening of tenders. They will not participate in the discussions. Clarification sought, if any may be provided by them.
- 31.** The Contractor will quote percentage excess/less up to two decimal point only. If he writes the percentage excess/less up to three or more decimal points, the first two decimal point shall only be considered without rounding off.
- 32.** If the bidder has a relative employed as an Officer in the rank of Deputy Manager & above in OSPHWC, Bhubaneswar, he shall inform the same in the bid mentioning the exact details in a covering letter along with the tender, failing which his bid will not be considered. Also if the fact of relationship subsequently comes to light, his contract will be rescinded. The bid security or the performance security will be forfeited and he shall be liable to make good any loss or damage resulting from such cancellation. In case the bidder has no relationship with any of the officers mentioned above he shall have to furnish with his bid a certificate.
- 33.**Advance payment /part payment will not be entertained before completion of the work in all respect and handing over to the University authority.
- 34.** Deduction towards Labour Cess @ 1% shall be made from the gross amount of the contractor's claim/bill.
- 35.** No claim can be made due to some unforeseen delay for release of payment.
- 36.** Payment of bill will be made only after successful completion of the work in all respect i.e. Supply, Installation, Testing & Commissioning of D.G set including all accessories and connections

along with inspection of the complete installation & D.G Set by the Electrical Inspector & submission of inspection report and hand over the work to the University authority. The Inspection charges inclusive of all to be mentioned in the format “**Annex - A**” of the price bid.

37. Deduction towards Security money @ 5 % shall be made from the gross amount of the contractor's claim/bill and same will be released after successful completion of the **24** months of comprehensive warranty period and will not carry any interest.

38. From the commencement of the works to the completion of the same, they are to be under the contractor's charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the OSPH&WC harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost till completion of comprehensive warranty period.

39. Any damages caused by natural calamities should be done by the contractor at his own cost. The OSPH&WC will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor till completion of comprehensive warranty period.

40. If the contractor fails to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the OSPH&WC on account of such breach, pay as agreed compensation @ 0.5% per day for delay of work, delay to be counted as per day basis. Provided that the total amount of compensation for delay to be paid under this condition shall not exceed 5 % of the work order Value.

41. Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing well before of the happening of the event causing delay with specific reason in form No - 10 of the OAM (OSPH&WC). The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

42. In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the contractor by the tender calling authority in writing within due time.

43. All the transit risk shall be responsibility of the contractor.

44. Failure to complete the work in full within the stipulated period may lead to forfeiture of EMD and blacklisting of the contractor/firm.

45. The authorities are not bound to accept the lowest quoted rate.

46. Terms and conditions of this tender document cannot be negotiated for variations.

47. The authority reserves the right to reject any or all tender in whole or part without assigning any reason and can impose any other condition(s) as deemed proper before or in course of finalisation of the tender.

48. The approved tender may be cancelled by the authority any time during validity without assigning any reason thereof and no claim can lie against OSPHW&C for such cancellation.

49. All materials required for the work should be approved brand of the OSPHW&C. Before take up the work the A.P.M (Electrical) concerned shall verify/ certify the quality of materials.

50.All the disputes shall be subject to Jurisdiction of Civil Courts situated at Bhubaneswar in exception to High Court Orissa, Cuttack.

Sd/-
Project Manager

GENERAL BID FORM
SCHEDULE-A
BID REFERENCE NO - 44/PM / ELECT / OPHWC / 2022-23

1.(A) Name Firm :

(B) Full Address:

(C) Fax No :

(D) Telephone No :

(E) E-mail address of the firm :

2. Legal Status of the firm :

3. Give the location and address of your local office/ Branch office :

4. Kindly confirm by writing "Yes" or "No" only.

[A] Have you enclosed the EMD? If yes, mention the amount and its identifying details.

[B] Have you enclosed the bid document cost? If yes, mention the amount and its identifying details.

[C] Have you enclosed the copy of valid GST registration certificate ?

[D] Have you enclosed the copy of PAN card ?

[E] Have you enclosed the copy of valid EPF Registration certificate ?

[F] Have you enclosed the copy of valid ESI Registration certificate ?

[G] Have you enclosed HT/MV valid electrical license (ELBO) or M.O.U with the HT/MV valid electrical license (ELBO) holder contractor (duly notarized) ?

[H] Have you enclosed the copy of proof of eligibility (Towards Manufacturing Companies/ Authorised Dealers) from the appropriate authority?

[I] Have you enclosed the copy of audited balance sheet ?

[J] Copies of assessment return of income tax of last three years ?

[K] Have you enclosed the documents regarding proof of executing same nature of works ?

[L] Have you enclosed the affidavit regarding not blacklisted / defaulter contractor or Firm ?

[M] Have you enclosed the affidavit regarding any type of adverse remarks from Govt./PSU regarding past work experience ?

[N] Have you enclosed the copy of GSTR-1 of preceding months of tender date ?

[O] Have you enclosed all the documents and papers called for in this tender document ?

Kindly enclose a list. (Use a separate sheet of paper)

[P] If the answer to **[O]** above is 'No', which of the Documents / papers called for in the tender document have not enclosed ?

(Kindly enclose a list of such document/papers – Use separate Sheet of paper, if necessary)

Sd/-
Project Manager

CERTIFICATE OF NO RELATIONSHIP
SCHEDULE-B

BID REFERENCE NO - 44/ PM/ ELECT /OPHWC/2022-23

I/We hereby certify that I/We am/are **related/not related** to any officer of OSPH&WC of the rank of Deputy Manager & above . I/We am/are aware that, if the facts subsequently proved to be false, my/our contract will be rescinded with forfeiture of E.M.D and security deposit and I/We shall be liable to make good the loss or damage resulting from such cancellation.

I//We also note that, non-submission of this certificate will render my / our tender liable for rejection.

N:B :- Strike out which is not applicable.

Signature with seal of the Bidder

Date:-

RELATIONSHIP DECLARATION
SCHEDULE-C

BID REFERENCE NO – 44/PM / ELECT /OPHWC/2022-23

To,
The Tender Inviting Officer,
Subject: (Name of the Work)
Reference: (Bid reference number)

Sir,

Pursuant to clause 32 of the schedule, it is to inform that I have relative(s) employed as an officer of OSPH&WC of the rank of Deputy Manager & above .His /Her (Their) details are as follows.

Relationship:
Name:
Designation :
Office :
Address :

Pursuant to clause 32 of the General Condition of the Contract, I am to submit herewith the names of persons who are working under my firm having near relative (s) employed as an officer of OSPH&WC of the rank of Deputy Manager & above. His/her (Their) details are as follows.

Sl No.	Name of the my employee and his designation in the firm	Presently working at	Details of his relatives working in the Department
1.			Relationship Name: Designation Office Address

I am also duty bound to inform the relationship of any subsequent employee to any officer of OSPH&WC of the rank of Deputy Manager & above. I am aware that any breach of this condition would render my firm liable for penal action for suppression of facts.

Yours Sincerely

Signature with seal of the Bidder
Date:-

Total: - 13 (Thirteen) pages only.

APPROVED

Signature with seal of the Bidder.

Sd/-
Project Manager